

LICENCE OF OCCUPATION AGREEMENT

THIS AGREEMENT dated for reference the 3rd day of April, 1995

BETWEEN:

HARBOUR CENTRE COMPLEX LIMITED, as attorney-in-fact
for Lord Realty Holdings Limited and Privest Properties Ltd.,
P.O. Box 12050, 555 West Hasting Street, Vancouver, B.C.

(herein called "Harbour Centre")

OF THE FIRST PART

AND:

BC TEL, (Extra-provincial registration no. 1801A), having its
head office at 3777 Kingsway, Burnaby, B.C.

(herein called "BC Tel")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. BC Tel provides the Existing Facility to Harbour Centre and its occupants in accordance with its standard Terms of Service;
- B. BC Tel has recently provided the Communications Enhancement Facility to Harbour Centre and its occupants; and
- C. BC Tel has requested that Harbour Centre grant in favour of BC Tel a licence of occupation in connection with its provision of the Communications Enhancement Facility, which Harbour Centre has agreed to do on the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

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1 Definitions

1.1 Where used in this Agreement and any amendment or supplement hereto, unless the context otherwise requires, the following words and phrases shall have the meanings set forth in this Clause 1.1:

- (a) "Base Equipment" means the core or base communications equipment installed on the Licensed Premises prior to the installation of the Enhanced Equipment;
- (b) "Base Services" means the core or base communications services provided by the Base Equipment;
- (c) "Communications Enhancement Facility" means collectively the Enhanced Equipment and the Enhanced Services;

"Enhanced Equipment" means the enhanced supporting communications fibre system equipment and technology installed by BC Tel on the Licensed Premises required for the Enhanced Services;

- (e) "Enhanced Services" means the enhanced communications services provided by the Enhanced Equipment to Harbour Centre and its occupants for the purposes of:
 - (i) extending the capacity of the Existing Facility;
 - (ii) performing communication functions separate from the Existing Facility; and
 - (iii) integrating and networking with other mutually supporting enhancement equipment not situate on the Licensed Premises;

- (f) "Equipment" means, collectively, the Base Equipment and the Enhanced Equipment;

"Existing Facility" means collectively the Base Equipment and the Base Services;

- (h) "Harbour Centre Tower" means that certain office building situate on lands civically described as 555 West Hasting Street, Vancouver, B.C. and legally described as Block 13, District Lot 541, Plan 15728;

- (i) "Licensed Premises" means that certain portion of the telephone room located on the sixth floor of the Harbour Centre Tower comprising approximately 340.1 square feet and outlined in bold on the sketch plan attached hereto as Schedule "A";

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- (j) "Term" means the term of the within licence of occupation granted by Harbour Centre to BC Tel pursuant to Clause 2.1 hereof.

2 Provision of Base Services and Enhanced Services

2.1 BC Tel covenants and agrees to provide Harbour Centre and its occupants with the Base Services and the Enhanced Services in accordance with the terms of this Agreement.

3 Grant of Licence of Occupation

3.1 Harbour Centre hereby makes available the Licensed Premises for the use and occupation by BC Tel, by way of licence of occupation, on the terms and conditions contained in this Agreement.

3.2 BC Tel and its authorized agents shall have unrestricted access to the Licensed Premises on a 24 hour per day, 7 days per week and 365/6 days per year basis.

4 Term

4.1 The term of the within Licence of Occupation shall be for a term of one year from the date hereof, and continuing from year to year thereafter unless terminated on 60 days' written notice by either party.

5 Ownership of Equipment

5.1 The Equipment shall at all times during the currency of this Agreement be and remain the exclusive property of BC Tel and shall at all times during the Term, be personal or movable property, regardless of the manner in which it may be attached to the Licensed Premises. BC Tel shall install the Equipment in a manner which will permit its removal without material injury to the place of installation. BC Tel shall be responsible for any damage done to the Licensed Premises by the installation or removal of the Equipment at the expiration of the Term, and shall indemnify Harbour Centre against liability for any such damage.

6 Care and Maintenance of Equipment

6.1 BC Tel shall maintain and operate the Equipment properly and by competent employees only. BC Tel shall at all times, at its own cost and expense, maintain the Equipment in good and efficient working order and repair.

6.2 Harbour Centre and its employees and agents shall at all reasonable times and accompanied by BC Tel personnel have access to the Equipment for the purpose of inspecting it.

7 Insurance

7.1 BC Tel agrees and acknowledges that it is solely responsible for insuring the Equipment and that it shall maintain all such insurance coverage (including general liability insurance) in such amounts as would be reasonable and prudent in the circumstances. BC Tel will provide Harbour Centre with proof of such coverage upon request by Harbour Centre.

7.2 BC Tel releases Harbour Centre from any and all liability or damage to or loss or destruction of any of the Equipment caused by any peril against which BC Tel has insured or should have insured in accordance with the terms of this Agreement, whether or not such damage, loss or destruction may have arisen out of negligence or any other wrongful act or omission of Harbour Centre or any person for whom Harbour Centre is in law responsible.

8 Liens and Taxes

8.1 BC Tel shall keep the Equipment free of levies, liens and encumbrances and shall pay all license fees, assessments, charges and taxes (municipal, provincial and federal) which may be levied or assessed directly or indirectly against or on account of the Equipment or any interest therein or use thereof, whether assessed or levied against BC Tel or Harbour Centre.

9 Compliance with Laws

9.1 BC Tel shall comply with all laws, ordinances, regulations and bylaws, present or future, in any way relating to the ownership, possession, use or maintenance of the Equipment throughout the Term and shall indemnify Harbour Centre against all liability which Harbour Centre may incur by BC Tel's failure to so comply.

10 Indemnity

10.1 BC Tel shall indemnify Harbour Centre against any and all claims, costs and expenses in any manner arising from any Equipment failure, break down or damage and against all loss, damage and expense arising from any actions or proceedings or otherwise on account of any personal injury or death or damage to property occasioned by the operation, maintenance or use of the Equipment during the Term.

11 Assignment

11.1 BC Tel shall not assign its rights and interests hereunder or grant any sub-licence or concession within or relating to the Communications Enhancement Facility or the Licensed Premises or permit any other person to occupy or use same without the prior written consent of Harbour Centre, which may be arbitrarily withheld.

12 Interpretation

12.1 The paragraph headings, captions and numbering in this Agreement have been inserted for convenience of reference only and do not form part of this Agreement.

12.2 In this Agreement:

- (a) the word "Person" includes in its meaning any firm and any body corporate or politic; and
- (b) all references to any party, whether a party to this Agreement or not, will be read with such changes in number or gender as the context or reference requires.

13 Entire Agreement

13.1 This Agreement merges and supersedes all prior negotiations, representations and agreements and expresses the entire agreement of the parties hereto with respect to the transactions contemplated hereby.

14 Amendment

14.1 This Agreement may not be amended nor may any term or covenant hereof be waived, discharged or terminated except by an instrument in writing signed by the parties.

15 Enurement

15.1 All covenants, provisos, conditions, agreements, representations, warranties, stipulations, rights, powers, privileges and liabilities contained or provided for herein will be read, held and construed as made, undertaken, and entered into by and with, granted to, imposed and binding

